

SECTION 01 11 00

SUMMARY OF WORK

Note: This Section is to be used only as a guide. Users are expected to create the complete Section and insert it into the Contract Book.

[Editor's comments are italicized.]

PART 1 –GENERAL

1.01 SECTION INCLUDES

- A. Contract Documents.
- B. Contract Description.
- C. Measurement and Payment.
- D. Scope of Work.
- E. Contract Limits.
- F. Site Access.
- G. Hours of Work.
- H. Contract Duration.
- I. Contract Liquidated Damages.
- J. Hazardous Materials Warning (When applicable).
- K. District Support (When applicable).
- L. Interfaces with Other Agencies and Contractors (When applicable).
- M. Permits (When applicable).
- N. Temporary Storage of Materials and Laydown Area (When applicable).
- O. Incentives (When applicable).

1.02 CONTRACT DOCUMENTS

- A. The Work shall be performed and completed in accordance with the following documents:
 - 1. The General Conditions for Construction (*Procurement*) Contracts and the Supplementary Conditions; the Contract Specifications which invoke, modify, and augment the Standard Specifications; and the various forms and exhibits; all contained in the Contract Book.

2. The BART Facilities Standards, Standard Specifications, Release Rx.x, dated xxxx 20xx, on Compact Disc (CD) or available for download on-line at www.bart.gov/about/business/specifications. In accordance with the General Conditions Article GC1, the Standard Specifications are applicable to the Work to the extent referenced in the Contract Specifications.
3. The Contract Drawings [*Note, if there are Reference Drawings, add "and Reference Drawings" and state whether Reference Drawings are bound with the Contract Drawings or Contract Book, or bound separately.*]

1.03 CONTRACT DESCRIPTION

- A. [*Provide a short summary of contract description which identifies the work locations and principal work elements (this paragraph is typically copied and placed in the Invitation to Bidders, so be brief).*]

1.04 MEASUREMENT AND PAYMENT

- A. Separate measurement and payment will not be made for work required under this Contract Specifications Section. All costs in connection therewith will be considered incidental to the item of work to which they pertain.

1.05 SCOPE OF WORK

- A. [*Provide a detailed description or list of the major work elements. This should include discussion of work being done outside BART property including work that must be staged.*]

1.06 CONTRACT LIMITS

- A. Contract limits are described in the Contract Drawings. [*Additional text can be added to define the physical boundaries of the Jobsite. Any impacts or constraints to adjoining Right of Way, Easement restrictions or impacted third party facilities should be reflected here.*]

1.07 SITE ACCESS

- A. The Contractor's access to the Jobsite shall be coordinated with the Engineer.
- B. Contractor shall comply with the following Specifications and requirements prior to performing any physical work on the Jobsite:
 1. Section 01 32 16, Construction Progress Schedules
 2. Section 01 33 00, Submittal Procedures
 3. Section 01 35 14, Operating System Interface
 4. Section 01 35 24, Construction Safety

- 5. Section 01 35 54, Identification and Security
- 6. Section 01 43 00, Quality Assurance and Quality Control
- 7. Section 01 57 00, Temporary Controls
- 8. *Permits (When applicable)*

- C. Access to District facilities will only be permitted provided the Contractor has received approval. Access shall be primarily for purposes of mobilization. Additional Jobsite activities require approval of the Baseline Schedule or approval of the Baseline Schedule's initial activities.
- D. Work shall be scheduled and performed only in accordance with a District approved Site Specific Work Plan (SSWP) as indicated in Section 01 35 14, Operating System Interface and the Hours of Work specified herein. *[In Section 01 35 14 include restrictions that will affect means and methods.*

Provide any additional site access restrictions, such as limits to the number of simultaneous work locations, or defining certain activity restrictions such as work to be performed only during non-revenue. Issues identified in the SSWP cannot be captured in the Bid. The SSWP comes after the bid.]

- E. The District's elevators and escalators shall not be used unless approved by the Engineer.
- F. The Contractor shall not interfere in BART Revenue Operations (unless authorized by a District approved SSWP and shall comply with security and safety procedures in accordance with these Contract Specifications and as directed by the Engineer.
- G. *[Provide any additional information that a local agency may require for access to BART facilities or work/staging.]*
- H. *[Include an offsite work permit requirements or restrictions.]*
- I. *[Include copies of easements that may impact the work or description of easement restrictions that may impact the work. e.g. working in the Port of Oakland Property.]*

1.08 HOURS OF WORK

- A. Regular construction work shall be performed between the hours of 7:00 a.m. and 7:00 p.m., on weekdays. *[This shall be modified to meet the project needs.]*
- B. *[Clarify restrictions, e.g. work to be done at night only or during specific hours/.]*
- C. Non-revenue hours are from: *[Confirm hours with Operations. Exact hours are different for each location.]*

[1:30 a.m. to 3:30 a.m. during weekdays

1:30 a.m. to 5:30 a.m. on Saturday

1:30 a.m. to 7:00 a.m. on Sunday]

- D. Work shall not be performed on Saturdays, Sundays or District holidays without prior approval from the Engineer. District-recognized holidays are as follows:

1. New Year's Day – January 1
2. Dr. Martin Luther King, Jr. Day – First Monday after January 15
3. President's Day – Third Monday in February
4. Memorial Day – Last Monday in May
5. Independence Day – July 4
6. Labor Day – First Monday in September
7. Veterans Day – Second week in November
8. Thanksgiving Day, fourth Thursday in November
9. Christmas Day – December 25

- E. Exceptions to the above hours of work will be permitted only upon written authorization from the Engineer.

- F. *[Include restrictions that will be imposed by any local agency.]*

1.09 CONTRACT DURATION [IF APPLICABLE ADD "AND MILESTONES"]

- A. Contract Completion Time: Pursuant to Article GC8.3 of the General Conditions, the Contractor shall commence Work on the date specified in the Notice to Proceed (NTP) and shall complete all Contract Work within XXXX Days.
- B. *[If applicable, define any intermediate milestone durations or additional Days if options or additive bid items are awarded.]*
- C. *[If applicable, list required Operation and Maintenance Manuals and their scheduled milestones.]*

1.10 CONTRACT LIQUIDATED DAMAGES

[Indicate the liquidated damages for total Contract duration and any intermediate milestone liquidated damages. The values of the liquidated damages listed below are samples and should be calculated by the District Project Manager for each contract.]

- A. Liquidated Damages: The amount of liquidated damages that will be assessed under the provisions of Article GC8.4.1 of the General Conditions is \$X,XXX per Day for each Day's delay in achieving Substantial Completion of the Work, within the time specified in Article 1.09, above.

- B. *[Optional, if needed.]* Liquidated Damages for Milestones specified in Article 1.09: The amount of liquidated damages that will be assessed under the provisions of Articles GC8.4.1 of the General Conditions for each intermediate milestone per Day for each Day's delay in completing the milestone, within the time specified in Article 1.09, above.

1. Milestone 1: \$X,XXX per Day.
2. Milestone 2: \$X,XXX per additional weekend or partial weekend.

- C. Liquidated Damages for Interruption of Revenue Operations: In the event that Revenue Operations are delayed or shut down due to Contractor's construction operations, including but not limited to, when such delays or shut down is due to Contractor's failure to complete scheduled activities by the planned time or Contractor's failure to put in place and implement an approved contingency plan so that the Jobsite is available for BART's Revenue Operations, the Contractor will be assessed liquidated damages as follows:

[Confirm appropriate values with Operations Planning or Operations Liaison]

1. \$X,XXX for the first hour or part thereof
2. \$X,XXX for the second hour or part thereof
3. \$X,XXX for the third hour or part thereof
4. \$X,XXX for the fourth hour or part thereof
5. \$X,XXX per hour thereafter

- D. *[Optional, if needed]* Liquidated Damages for Operations and Maintenance Manuals: Failure of the Contractor to obtain approval and deliver the required Operation and Maintenance manuals within the required schedule will make the Contractor liable for Liquidated Damages, The amount of Liquidated Damages that will be assessed for the late delivery to the District of the required manuals is \$X,XXX per Day. *(Delivery of O&M Manuals should be associated with specific milestones.)*

- E. Liquidated Damages for failure to implement BART Police Recommendations: Refer to Section 01 35 33, Security Procedures. If the Contractor fails to implement BART Police recommendations, the amount of Liquidated Damages that will be assessed is \$X,XXX for each crime incident. *[This information is project specific and shall be obtained from BART Police.]*

- F. Liquidated Damages for each milestone listed above are separate and cumulative.

1.11 HAZARDOUS MATERIALS WARNING *[WHEN APPLICABLE]*

- A. *[Describe if Contractor has risk of exposure to known or suspected hazardous materials and reference applicable sections. This Article is not intended to cover unknown hazardous materials. Users are referred to General Conditions Article*

GC4.6, which specifies Contractor's actions when Contractor suspects hazardous materials are not identified in the Contract.]

1.12 DISTRICT SUPPORT [WHEN APPLICABLE]

- A. *[Provide description of assistance to be provided by District forces or equipment such as use of high rail equipment.]*
- B. For additional requirements refer to Section 01 35 14, Operating System Interface. Employee in Charge (EIC): For work in the Operating Envelope, the District will assign and provide EIC(s) as specified to support the Contractor's work.
- C. The District will assume the cost for XXXX hours of EIC support. The actual incurred cost of the EICs beyond these hours shall be the responsibility of the Contractor and will be deducted from the value of the progress payments through the issuance of a Change Order. The rate for EICs is \$XXXX per hour per EIC with a minimum of 8 hours per shift. The rate for EICs is \$XXXX per hour for all hours after the first 8 hours in a shift. The Contractor shall include on its invoice the number of EIC hours utilized during the invoice period in accordance with Article 1.06, Contract Payments of Section 01 20 00, Price and Payment Procedures. *[The number of hours is project specific. The hourly rate shall be obtained from M&E.]*
- D. District On-Rail Maintenance Vehicles: The District will assign and provide on rail vehicles and drivers as specified to support the Contractor's work. The Contractor shall submit a notice in writing to the Engineer requesting the on-rail vehicle support prior to submitting request for Track Allocation as specified in Section 01 35 14, Operating System Interface. Request shall include the number of on-rail vehicles needed, date, and time on-rail vehicles will be required. The Contractor shall include on its invoice the number of on-rail vehicle driver hours utilized during the invoice period in accordance with Article 1.06, Contract Payments of Section 01 20 00, Price and Payment Procedures. The District will assume the cost for XXXX hours of on-rail vehicle support. The cost of on-rail vehicle support beyond these hours shall be the responsibility of the Contractor and will be deducted from the value of the progress payment through the issuance of a Change Order. The rate for on-rail vehicles is \$XXXX per hour per vehicle with a minimum of 8 hours per shift. *[The rate varies depending on equipment and man-power requirements. The hourly rate shall be obtained from M&E.]*
- E. Safe Clearances: The District will provide Safe Clearance support of electrified third rail sections as specified to support the Contractor's work. Contractor shall submit a notice in writing to the Engineer requesting the support prior to submitting request for Track Allocation as specified in Section 01 35 14, Operating System Interface. The Contractor shall include on its invoice the number of District supported Safe Clearances during the invoice period in accordance with Article 1.06, Contract Payments of Section 01 20 00, Price and Payment Procedures. The District will assume the cost for XXXX number of Safe Clearances occurrences. The cost of Safe Clearance support beyond this number of Safe Clearances occurrences shall be the responsibility of the Contractor and will be deducted from the value of the progress payment through the issuance of a Change Order. The rate for Safe Clearances is \$XXXX per occurrence which includes the installation and removal of

the Safe Clearance. *[The rate varies depending on equipment and man-power requirements. The hourly rate shall be obtained from M&E]*

- F. Cancellations: The Contractor shall notify the District of any cancellation of the above support at least two (2) Working Days in advance of the start of such support to avoid the cost of District support. Cancellations of EICs, on-rail vehicles, or Safe Clearances, made less than two (2) Working Days in advance of the requested support will be considered District supported hours worked.
- G. District reserves the right to cancel any approved District Support at any time due to unforeseen circumstances.

1.13 INTERFACE WITH OTHER AGENCIES AND CONTRACTORS [WHEN APPLICABLE]

- A. Non-BART Facility Standards: Work on non-BART facilities shall be performed in accordance with the jurisdictional authorities' standard drawings and specifications. The Contractor shall obtain such standards as specified and comply with them as applicable.
- B. *[Describe Contractor's responsibility and awareness to coordinate with other agencies or contractors.]*

1.14 PERMIT [WHEN APPLICABLE]

- A. *[Refer to General Conditions Article 7.4, Permits and Licenses, which provides that the Contractor is responsible for all permits and their costs. Specify known permits that the Contractor must obtain and the permitting authorities. Make Article clear that the list of permits may not be all inclusive. Most work does not require permits on District property since the District is typically the authority having jurisdiction. If any permits are to be paid for by the District, then the Supplementary Conditions need to modify General Conditions Article GC7.4.]*

1.15 TEMPORARY STORAGE OF MATERIALS AND LAYDOWN AREA [WHEN APPLICABLE]

- A. Refer to Contract Specifications Section 01 52 00, Construction Facilities, for storage provisions.
- B. *[Describe any laydown areas and associated restrictions.]* The Contractor may include in SSWPs a request in writing for material storage on District property which shall be subject to District approval.
- C. Material storage and laydown areas shall be in compliance with Section 01 57 00, Temporary Controls for EPA, Storm Water Pollution Prevention Plan or Water Pollution Control Plan compliance pursuant to GC7.10 Environmental Compliance.

1.16 INCENTIVES (*WHEN APPLICABLE*)

- A. *[Describe any monetary incentives for early completion, including detailed description of measurement of incentive.]*

PART 2 –PRODUCTS

Not Used

PART 3 –EXECUTION

Not Used

END OF SECTION 01 11 00